

R/S.00

0-361A053

EDMUND R. LEARNED, P.A.
ATTORNEY AT LAW
SUITE 442, R. H. GARVEY BUILDING
300 WEST DOUGLAS
WICHITA, KANSAS 67202-2908
316/261-5311

December 21, 1990

17143-13
DEC 27 1990 - 10 15 AM

DEC 27 10 05 AM '90
NOTOR OPERATING UNIT

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Attention: Document for recordation

Dear Secretary:

I have enclosed two original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Partial Assignment of the Bi-lateral Agreement (Lease), a secondary document, dated December 21, 1990.

The names and addresses of the parties to the document are as follows:

Lessor: Northwestern Oklahoma Railroad Co., One Foxfield Square, Suite 200, St. Charles, Illinois 60174.

Lessee: B C Rail, Ltd., 221 West Esplanade, North Vancouver, British Columbia, Canada, V6B 4X6.

Assignee: Rail One, Limited Partnership, One Foxfield Square, Suite 200, St. Charles, Illinois 60174.

A description of the equipment covered by the document follows:

Twenty (20) railroad boxcars with railroad car marks NOKL 88270 through NOKL 88289.

A recording fee of \$15.00 is enclosed. Please return one of the original counterparts stamped with the recording information to me.

A short summary of the document follows: Partial Assignment of the Bi-Lateral Agreement (Lease) between Northwestern Oklahoma Railroad Co., an Oklahoma railroad corporation, as Lessor, One Foxfield Square, Suite 200, St. Charles, Illinois 60174 and B C Rail, Ltd, a corporation organized under the laws of the Province of British Columbia, as Lessee, 221 West Esplanade, North

Chad L. Edwards
O'Donoghue

Interstate Commerce Commission
December 21, 1990
Page 2

Vancouver, British Columbia, Canada, V6B 4X6 granting use rights on Fifty-eight railroad boxcars with railroad car marks NOKL 88250 through NOKL 88304 which was dated October 1, 1988 to Rail One, Limited Partnership, One Foxfield Square, Suite 200, St. Charles, Illinois 60174 to the extent the Bi-Lateral Agreement relates to Twenty (20) railroad boxcars with railroad car marks NOKL 88270 through NOKL 88289.

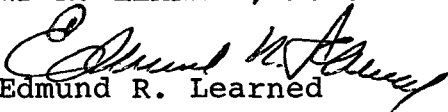
I am an attorney for the Assignee. Please call me at (316) 261-5311 if you have any questions.

Thank you very much.

Sincerely yours,

EDMUND R. LEARNED, P.A.

By


Edmund R. Learned

ERL/ms

Interstate Commerce Commission
Washington, D.C. 20423

1227

12/27/90

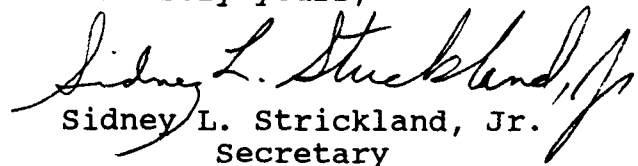
OFFICE OF THE SECRETARY

Edmunder R. Learned
Suite 442 R.H. Garvey Building
300 West Douglas
Wichita Kansas 67202-2908

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/27/90 at 10:15am , and assigned recordation number(s). 17143-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

DEC 27 1990 - 10 15 AM

B C RAIL BI-LATERAL AGREEMENT ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

The Undersigned, Rail One, Limited Partnership, an Oklahoma limited partnership (herein called the "Assignor"), in consideration of One Dollar (\$1) lawful money of the United States of America in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred and set over, and by this instrument does sell, assign, transfer and set over, unto THE FIRST NATIONAL BANK OF MARYLAND, a national banking association, and its successors and assigns (herein called the "Assignee"), as collateral security for its indebtedness to Assignee, both now or hereafter existing, and does hereby grant Assignee a continuing first priority security interest in and to an assignment of all of Assignor's right, title and interest in and to (i) that certain Bi-lateral Agreement which was made and entered into on the 1st day of October, 1988 by and between B C Rail, Ltd., a company formed and existing under the laws of the Province of British Columbia, Canada and Northwestern Oklahoma Railroad Co., an Oklahoma railroad company, as supplemented by that certain letter dated October, 1988 and which has been assigned to the Debtor by Northwestern Oklahoma Railroad Co. (herein called the "B C Rail Bi-lateral Agreement") in so far as the B C Rail Bi-lateral Agreement relates to the railcars described on the attached Exhibit A (herein called the "Cars") (ii) all right, title, interest, claims and demands of the Assignor in and to all moneys earned and to be earned, due or to become due, or paid or payable to or for the account of the Assignor, of whatsoever nature, arising out of or as a result of the B C Rail Bi-Lateral Agreement in so far as it relates to the Cars, (iii) all moneys and claims for moneys due and to become due to the Assignor arising out of and all claims for damages arising out of the breach of the B C Rail Bi-lateral Agreement in so far as it applies to the Cars, and (iv) any proceeds of any of the foregoing.

This Assignment is made pursuant to that certain Loan Agreement dated November 30, 1990 (the "Loan Agreement") by and between Assignee and Assignor, as the same may from time to time be supplemented, modified, amended or extended.

The Assignor covenants that, upon the request of the Assignee, it will have all of the moneys hereby assigned paid over to the Assignee promptly and will in connection therewith, if requested by the Assignee, write letters to each of the Assignor's agents and representatives into whose hands or control may come any earnings and moneys hereby assigned, informing each such addressee of this Assignment and instructing such addressee to remit promptly to the Assignee all earnings and moneys hereby

assigned which may come into the addressee's hands or control and to continue to make such remittances until such time as the addressees may receive written notice or instructions to the contrary direct from the Assignee. The Assignor further covenants that each such addressee will acknowledge directly to the Assignee receipt of the Assignor's letter of notification and instructions.

It is expressly agreed that anything herein contained to the contrary notwithstanding, the Assignee shall have no obligation or liability under the B C Bi-lateral Agreement by reason of or arising out of this instrument of assignment nor shall the Assignee be required or obligated in any manner to perform or to fulfill any obligations of the Assignor under or pursuant to the B C Bi-lateral Agreement nor to make any payment nor to make any inquiry as to the nature or sufficiency of any payment received by it nor to present or file any claim, nor to take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times.

The Assignor does hereby constitute the Assignee as the Assignor's true and lawful attorney, irrevocably, with full power (in the name of Assignor or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys, claims, property and rights hereby assigned, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which to the Assignee may seem to be necessary or advisable in the premises.

The powers and authority granted to the Assignee herein have been given for a valuable consideration and are hereby declared to be irrevocable.

The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents as the Assignee may deem desirable in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

The Assignor does hereby warrant and represent that neither the whole nor any part of the right, title and interest hereby assigned are the subject of any present assignment or pledge or other encumbrance (other than that in favor of the Assignee), and hereby covenants that, without the prior written consent thereto of the Assignee, so long as this Assignment shall remain in effect, it will not assign or pledge or encumber the whole or any part of the right, title and interest hereby assigned to any one other than the Assignee, and it will not take or omit to take any action, the taking or omission of which might result in any alteration or impairment of said rights or this Assignment.

This Assignment has been negotiated, executed and delivered to the Assignee in Baltimore, Maryland, and shall be governed by and construed in accordance with the laws of the State of Maryland and may not be amended or changed except by an instrument in writing signed by the party against whom enforcement is sought.

The Assignor hereby authorizes the Assignee to execute and file financing statements (including Form UCC-1) and amendments thereto as provided in Article 9 of the Uniform Commercial Code.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed, under seal, this 30th day of November, 1990.

RAIL ONE, LIMITED PARTNERSHIP,
an Oklahoma limited partnership
By: Northwestern Oklahoma Railroad
Co, its General Partner

By Richard F. Seymour (seal)
President

State of Illinois)
County of DePage) SS

On this 21st day of December, 1990, before me appeared Richard F. Seymour, to me personally known and who executed this instrument before me on this date, who being by me duly sworn, did say that he is the President of Northwestern Oklahoma Railroad Co., an Oklahoma railroad corporation, the General Partner of Rail One, Limited Partnership, an Oklahoma limited partnership and that the foregoing instrument was signed and sealed on behalf of said corporation in the capacity therein set forth and is the free act and deed of the said corporation acting for and on behalf of the said limited partnership as its General Partner.

My commission/appointment expires:

Geraldine De Bartolo
Notary Public

